

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

OCT 30 2009

JAMES R. LADDEN, CLERK

DEPUTY
YARMA, WASHINGTON

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9 STANLEY STEEMER INTERNATIONAL, INC.

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF WASHINGTON

12 ANTHONY and GLADYS
13 FLEETWOOD, Husband and Wife;
14 WOLVERINE, INC., a Washington
15 Corporation; and REX and LUCINDA E.
16 ROZMUS, Husband and Wife,

17 Plaintiffs,

18 vs.

19 STANLEY STEEMER
20 INTERNATIONAL, an Ohio
21 Corporation,

22 Defendant.

No. CV-09-152-LRS

ORDER ON MOTION FOR
PRELIMINARY INJUNCTION

23 This matter is before the Court upon Stanley Steemer International, Inc.'s
24 (hereinafter "Stanley Steemer") Motion for preliminary injunction, filed on September

1 16, 2009. The Court, upon the consent and agreement of the parties, hereby **ORDERS** as
2 follows:

- 3 1. Immediately upon entry of this order, Mr. Fleetwood and/or Wolverine, Inc.,
4 shall surrender to Stanley Steemer the four inoperable vans described in
5 paragraph 1.1 of Mr. Fleetwood's October 23, 2009, supplemental
6 declaration and the van identified by VIN 1FTNE24L75HB04551.
7
- 8 2. Within 14 days of the entry of this order, Mr. Fleetwood and/or Wolverine,
9 Inc., shall have painted all vans used in any carpet or upholstery cleaning
10 business conducted by Mr. Fleetwood or Wolverine, Inc., the color white.
11 Plaintiffs shall provide VINs for these vans to Defendant's counsel no later
12 than 5:00 pm on October 30, 2009.
13
- 14 3. Immediately upon the painting of said vans, Mr. Fleetwood and Wolverine,
15 Inc., shall notify counsel for Stanley Steemer and shall provide counsel the
16 reasonable opportunity to inspect the vans and verify that such painting has
17 occurred. Upon such verification and presentation of valid invoices
18 demonstrating that the painting has been completed, Stanley Steemer shall
19 pay the painting company directly up to the amount not to exceed \$2,800.
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- 1 4. Immediately upon entry of this order, Mr. Fleetwood and Wolverine, Inc.
2 shall transfer to Stanley Steemer the following telephone lines: 509-926-
3 1111, 509-465-9270, and 509-533-9925.
4
- 5 5. For a period of 30 days after the entry of this order, the telephone lines
6 identified in the preceding paragraph shall be directed to an IVR (Interactive
7 Voice Response) in which callers will be prompted to "Press 1 if you are
8 calling for Stanley Steemer; Press 2 if you are calling for Wolverine, Inc."
9 Stanley Steemer shall set up and pay the reasonable costs associated with
10 creating this IVR. Upon expiration of the 30-day period, Stanley Steemer
11 shall have full ownership of the telephone lines and may direct those lines in
12 any manner it sees fit.
13
- 14 6. Mr. Fleetwood and Wolverine, Inc., and each of them, immediately agree to:
15
16 a. cease using the name Stanley Steemer, or any variation thereof,
17 and all Stanley Steemer Trademarks owned by Stanley Steemer and
18 shall not thereafter, directly or indirectly, represent to the public that
19 the business is a Stanley Steemer business or hold themselves out as a
20 present or former franchise owner of Stanley Steemer. *Advertising*

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22 *flyers heretofore ordered by Plaintiff not placed in*
23 *the mail prior to this date shall be withheld from*
24 *marketing.*

1 b. cease using, by advertising or in any manner whatsoever, any
2 products or supplies in which Stanley Steemer has a proprietary right,
3 title or interest, and, in particular, Franchise Owner shall cease using,
4 without limitation, all signs, machines, vehicles, equipment,
5 advertising materials, stationery, forms, and any other articles which
6 display in any form the Stanley Steemer Trademarks or other indicia
7 associated with the Stanley Steemer System.
8

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10 c. deliver to Stanley Steemer all manuals, bulletins and other
11 written materials supplied or loaned to Mr. Fleetwood and/or
12 Wolverine, Inc. by Stanley Steemer, including in particular, any
13 materials describing any information about the Stanley Steemer
14 System cleaning methods, whether or not such information constitutes
15 trade secrets.
16

17
18 d. deliver to Stanley Steemer all advertising materials provided to
19 Mr. Fleetwood and/or Wolverine, Inc. in accordance with the terms of
20 this agreement.
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22 e. in the event Mr. Fleetwood and/or Wolverine, Inc. operates any
23 business, not to use any reproduction, copy or colorable imitation of
24

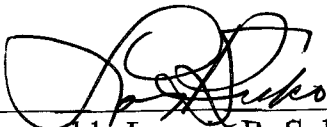
1 the Stanley Steemer Trademarks or Stanley Steemer System in
2 conjunction with such other business which is likely to cause
3 confusion or mistake or to deceive, and further agrees not to utilize
4 any trade dress or designation of origin or description or
5 representation which falsely suggests or represents an association or
6 connection with Stanley Steemer. Further, Mr. Fleetwood and
7 Wolverine, Inc. shall make such modifications or alterations to the
8 business premises, vehicles and machines immediately upon
9 termination as may be necessary to prevent the operation of any
10 business by himself or herself or others in derogation of this Article
11 and shall make such specific additional changes thereto as Stanley
12 Steemer may reasonably request for that purpose, including but not
13 limited to, removing or painting over any and all names, marks and
14 insignia identifying Stanley Steemer in any way so that the same are
15 in no way visible.
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- 20 7. Mr. Fleetwood, Wolverine, Inc. and Stanley Steemer agree to execute any
21 and all documents that may be reasonably necessary to effectuate the terms
22 of this order.
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8. Failure to comply with the terms of this order may result contempt of court.

IT IS SO ORDERED.

Date: 10/30/09
9:40 AM.


Honorable Lonnie R. Suko
Lonny

Agreed to and presented by:

orally approved on the record
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